

SERVICE AGREEMENTS

A service agreement is a prepared statement signed by the employee in which the employee agrees to remain in Government service for 12 months (or longer for overseas relocation). This agreement must be signed before relocation allowances can be authorized. In addition, this agreement is required in exchange for the Government's payment of the employee's moving expenses. The time period begins on the date the employee reports for duty at the new duty station.

VIOLATION

Employees are bound by service agreements. If the employee fails to complete the agreed period, he/she is responsible for repaying to the Government all of the funds paid on his/her behalf for the relocation. There is no proration of completed service time to repayment. If the agency cancels the PCS, there is no liability for repayment by the employee. Only those expenses incurred up to the time of cancellation are reimbursed.

WAIVER

A waiver to the agreement may be granted when an employee separates before completing the time period for reasons that he/she considers beyond his/her control and that are acceptable to the U.S. Department of Energy. Some examples of acceptable circumstances are given below, but are not limited to:

1. voluntary separation of an employee upon satisfying age and service requirements for optional retirement; or
2. cancellation of the change of station by the agency.



TRAVEL MANAGEMENT POLICY

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§ 302-1.5 Service agreements.

(a) **Transfers within the continental United States and appointments and assignments of new appointees and student trainees to any position within the United States.** In connection with the transfer of employees between official stations within the continental United States, expenses authorized under this chapter shall not be allowed until the employee selected for such transfer agrees in writing to remain in the service of the Government for 12 months following the effective date of the transfer, unless separated for reasons beyond his/her control that are acceptable to the agency concerned. In case of a violation of such an agreement, including failure to effect the transfer, any funds expended by the **Government** for expenses authorized under this chapter shall be recoverable from the individual concerned as a debt due the **Government**. Such an agreement also is required from new appointees and student trainees appointed or assigned to any position within the United States, as a condition of payment for travel, transportation, moving and/or storage of household goods, and allowances as provided in [§ 302-1.10](#). A signed agreement for 12 months' service shall be required for each permanent change of station.

(b) **Transfers, appointments, and separations involving posts of duty outside the continental United States.** (1) In connection with the transfer or appointment of employees to posts of duty outside the continental United States, or between posts located in (i) separate countries, (ii) separate areas of the United States located outside the continental United States (e.g., Alaska, Hawaii, the Commonwealth of Puerto Rico), or (iii) any combination of these areas, the expenses of travel, transportation, moving and/or storage of household goods, and other applicable allowances as provided in this chapter shall not be allowed unless and until the employee selected for such transfer or appointment agrees in writing to remain in the service of the Government for 12 months following the effective date of the transfer or appointment (or for 1 school year for Department of Defense overseas dependents school system teachers as determined under chapter 25 of title 20 of the United States Code), unless separated for reasons beyond his/her control and acceptable to the agency concerned. In case of a violation of such an agreement, including failure to effect the transfer, any funds expended by the United States for such travel, transportation, and allowances shall be recoverable from the individual concerned as a debt due the **Government**.

(2) Except as precluded by this chapter, upon separation from service, the expenses for return travel, transportation, and moving and/or storage of household goods shall be allowed whether the separation is for the purposes of the Government or for personal convenience. However, such expenses shall not be allowed unless:

(i) The employee transferred or appointed to posts of duty outside the continental United States shall have served for a minimum period of not less than 1 nor more than 3 years prescribed in advance by the head of the agency (or for 1 school year for Department of Defense overseas dependents school system teachers as determined under chapter 25 of title 20, United States Code); or

(ii) Separation is for reasons beyond the control of the individual and acceptable to the agency concerned.

(3) The head of the agency also shall consider requiring a service agreement in connection with the transfer of employees not otherwise covered by this subpart. The agreement shall provide that in determining any employee indebtedness for violation of such agreement, credit shall be given to the extent of any unused entitlements he/she may have earned for return travel and transportation to his/her place of actual residence for separation.

(c) **Employee liability.** The agreement to remain in the service of the Government for 12 months following the effective date of transfer is not voided by a subsequent transfer whether such subsequent transfer is at the employee's request or in the interest of the Government, nor is such agreement voided by another service agreement made in connection with a second transfer. The liability of the employee for any funds expended by the **Government** for his/her travel, transportation, and relocation allowances is a separate liability for each service agreement. The liability in each instance is effective for the full 12-month period in connection with the transfer for which the service agreement was made.

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